

III. Proviso, such Lessor, &c. shall not seize any Goods, &c. which shall be *bona fide* sold before such seizure.

IV. After the said first of May, an Action of Debt may be brought against Tenant for Life for Rent due upon a Lease for Life, in the same Manner as if it were due on a Lease for Years.

V. Distresses liable to such Sales, and to be so distributed, as by the Act 2 W. & M. Sess. 1, c. 5 is directed.

VI. Rent in Arrear upon a Lease for Life, &c. expired, may be distrained for after the Determination of the said Lease, in the same Manner as if the Lease had not been ended.

VII. Distress to be within six Months after the end of the Lease, and during the Landlord's Title and Tenant's Possession.

VIII. This Act shall not hinder the Queen, &c. to levy, &c. any Debts, Fines, &c. due to the Crown.

**I. Scope of Statute.**—This Statute evidently contemplates an existing tenancy at the time of the execution,<sup>1</sup> and so in *Hodgson v. Gascoigne*, 5 B. & A. 88, where the landlord had recovered in ejectment upon a demise laid seven months before the *fi. fa.* was issued, it was held that the Sheriff could not allow him a year's rent, for the tenancy must be taken to have ceased on the day of the demise in the ejectment. It is necessary, therefore, to aver expressly the existence of the tenancy, *Risely v. Ryle*, 10 M. & W. 101; and it must also appear that the premises are held at a rent <sup>2</sup> **684** certain (though *\*qu.* as to produce rents), and that there has been an enjoyment or possession of them in respect of the rent reserved, *Risely v. Ryle*, 11 M. & W. 16. Where a tenancy is thus established, the Statute extends to all demises, and so a lessee sub-letting even apartments in a house is within it, 7 Bing. 428; but, on an execution against the under-lessee, the ground landlord is not, for the Act applies only to the immediate landlord, *Master Bennet's case*, 2 Str. 787. So too an action will lie by the administrator of the landlord as to arrears accrued in the life time of the deceased, *Palgrave v. Windham*, 1 Str. 212; so the trustee of an outstanding satisfied term, assigned to attend the inheritance, is entitled under the Statute, as he might bring an ejectment, *Colyer v. Speer*, 2 Brod. & Bing. 67,<sup>3</sup> so where a purchaser, on an agreement for a sale of certain premises, agreed to pay the vendor 100*l.* *per annum* from the time of taking possession till the purchase should be completed, and one half-yearly payment became due before the completion of the purchase, it was held due as rent, and that the Sheriff, levying on the goods of the occupier under a *fi. fa.*, was bound to pay the amount of it to the vendor,

<sup>1</sup> And the provisions of section 1 cannot be extended to subsequent sections. Hence the sheriff is not liable for removing goods taken in execution without paying landlord his year's rent, where the tenancy has determined before the seizure, though within six months of it. *Cox v. Leigh*, L. R. 9 Q. B. 33.

<sup>2</sup> As to what is rent within the meaning of the section, see *Cox v. Harper*, (1910) 1 Ch. 480.

<sup>3</sup> Cf. *Cox v. Harper*, (1910) 1 Ch. 480.